

then of repudiation. He saw Walker—indeed he forthwith started in search of him and found him—and in the witness box speaks thus: “Q. Why did you go to see Walker? A. Because I told Mr. Smith I would, and wanted to tell him what I thought about it. Q. And what you did think about it was that you would see Miss Clapp and try and get the money for him? A. When he looked at me he looked so candidly that I thought he was acting honestly.”

I think the correct inference to draw from all this writing, conduct, and the evidence of defendant, is, that he intended to adopt plaintiff's generous act and repay him.

I therefore see no reason to doubt Mr. Smith's recollection of what defendant told him when he says that “he (Bower) was going to pay him (Walker) back.” If he did say so to Smith, at that moment he became bound by his ratification. Up to that time when Smith accepted this assurance, and Walker immediately afterwards agreed (in the way and upon the doubtful terms defendant says he did) to wait, it was quite competent for Walker to have arranged with Smith to cancel the advance made, and he also could have taken over an assignment from Smith of his rights as against defendant.

The cases of ratification or adoption of payment by a third person, not himself liable as a co-contractor, shew that until ratified the payment cannot be pleaded in defence by the debtor: see *Walter v. James*, L. R. 6 Ex. 124; that it may be ratified at any time if left open: see *Simpson v. Eggington*, 10 Ex. 845; and that “an act done for another by a person not assuming to act for himself, but for such other person, though without any precedent authority whatever, becomes the act of the principal, if subsequently ratified by him, is the known and well established rule of law:” see *Wilson v. Turman*, 6 M. & G. at p. 242.

It would have been impossible for plaintiff, after what transpired, to have withdrawn his money, as he might have done up to the interview referred to, or for him or Smith to have claimed in law the profits upon these stocks, if any had accrued within the week or ten days defendant says he asked plaintiff to wait to see some one about getting the money to repay plaintiff.

The assent of all parties to their changing their legal relations on the day defendant saw the others, furnishes quite sufficient consideration to support the promise to repay.

But I think plaintiff's case can well be rested upon defendant's adoption of plaintiff's act, and defendant as a result be held liable for money paid at his request or as for